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UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

-----X  
MERCHANT CASH & CAPITAL LLC,

Plaintiff,  
- against-

COMPLAINT

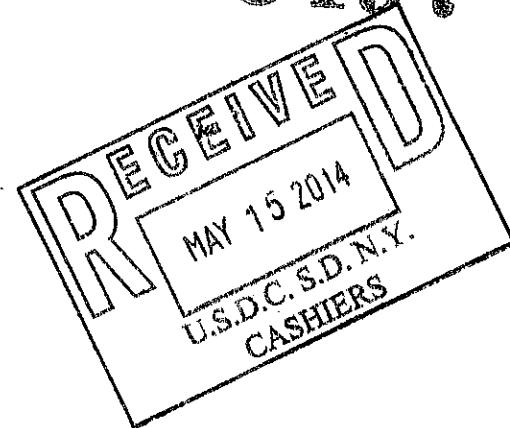
EDGEWOOD GROUP, LLC D/B/A EDGEWOOD  
GROUP FAMILY SERVICES, and  
WILLIAM TRAVIS CROCKER,

Defendants.

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Plaintiff, MERCHANT CASH & CAPITAL, LLC, by and through its attorneys, Giuliano McDonnell & Perrone, LLP, alleges as follows:

1. Plaintiff, MERCHANT CASH & CAPITAL, LLC, ("MCC"), is a Delaware limited liability company with its principal place of business at 460 Park Avenue South, 10<sup>th</sup> Floor, New York, New York 10016.
2. No member of MCC is a citizen of the state of Virginia.
3. Defendant EDGEWOOD GROUP, LLC D/B/A EDGEWOOD GROUP FAMILY SERVICES ("Business Defendant"), is a LIMITED LIABILITY COMPANY organized under the laws of the state of Virginia with its registered office address at 4906 Fitzhugh Avenue, Suite 104, Richmond, Virginia 23230 and its principal place of business at 4906 Fitzhugh Avenue, Suite 104, Richmond, Virginia 23230.



4. Defendant WILLIAM TRAVIS CROCKER (“Defendant Personal Guarantor”) is a resident of Virginia residing at 3210 Edgewood Avenue, Richmond, Virginia 23222.
5. Defendant Personal Guarantor is the owner of the Business Defendant.
6. The amount in controversy in this action exceeds \$75,000.00.
7. The Defendant Personal Guarantor and the Business Defendant have consented to the jurisdiction of this Court pursuant to the forum selection in the Agreement referenced below.

**AS AND FOR A FIRST CAUSE OF ACTION  
AGAINST THE BUSINESS DEFENDANT**

8. Plaintiff MCC repeats and realleges the allegations contained in paragraphs “1” through “7” above as though fully set forth herein at length.
9. On or about June 21, 2013, MCC entered into a sales agreement with the Business Defendant (the “Agreement”) wherein the Business Defendant sold \$163,726.00 of its business receivables/revenue to MCC, to be paid to MCC from a percentage of the Business Defendant’s daily revenue, for an upfront sum of \$115,300.00 from MCC.
10. MCC fulfilled its obligation to the defendants to provide the upfront sum of \$115,300.00 as required by the Agreement.
11. During the course of the Agreement, the unpaid sums become due and payable to MCC, in full as required by MCC or pursuant to the terms of the Agreement in the event of any action constituting a default or the breach of any covenants or warranties contained in the Agreement. Any outstanding balance owed by the Business Defendant at the time of default became immediately due and payable to MCC.
12. The Business Defendant defaulted under the terms of the Agreement by breaching its representations and warranties to Plaintiff in direct violation of the Agreement.

13. The Business Defendant has refused to make all payments due under the Agreement, despite due demand therefore.

14. The Business Defendant made some payments under the Agreement, leaving a balance as of this date in the sum of \$117,376.12.

15. The Business Defendant is in violation of the Agreement and has thus been in breach and default since August 6, 2013, leaving a balance due in the sum of \$117,376.12 plus interest at New York's statutory rate from that date.

16. Therefore, the Business Defendant is liable to Plaintiff MCC in the sum of \$117,376.12 plus interest at the statutory rate from August 6, 2013, through the entry of judgment herein.

**AS AND FOR A SECOND CAUSE OF ACTION**  
**AGAINST THE BUSINESS DEFENDANT**

17. Plaintiff MCC repeats and realleges the allegations contained in paragraphs "1" through "6" above as though fully set forth herein at length.

18. On or about June 21, 2013, MCC entered into a sales agreement with the Business Defendant (the "Agreement") wherein the Business Defendant sold \$163,726.00 of its business receivables/revenue to MCC, to be paid to MCC from a percentage of the Business Defendant's daily revenue, for an upfront sum of \$115,300.00 from MCC.

19. MCC fulfilled its obligation to the defendants to provide the upfront sum of \$115,300.00 as required by the Agreement.

20. The Business Defendant has utilized the funds that MCC provided pursuant to the Agreement.

21. The Business Defendant has failed to pay MCC a balance of \$117,376.12 that it owes MCC in accordance with the Agreement.

22. Therefore, the Business Defendant is now indebted to MCC for the balance of \$117,376.12 plus interest at New York's statutory interest rate from August 6, 2013, through the entry of judgment.

**AS AND FOR A THIRD CAUSE OF ACTION  
AGAINST THE DEFENDANT PERSONAL GUARANTOR**

23. Plaintiff repeats and realleges the allegations contained in paragraphs "1" through "22" above as though fully set forth herein at length.

24. As part of the Agreement, Defendant CROCKER made a written unconditional personal guarantee of the Business Defendant's performance under the Agreement to MCC.

25. As set forth above, the Business Defendant failed to perform under the terms and conditions of the Agreement damaging MCC in the amount of the outstanding balance. Therefore, ~~Defendant Personal Guarantor is personally liable for the entire balance pursuant to the personal guarantee.~~

26. The Defendant Personal Guarantor is currently in default and breach under the terms of the Agreement so that the balance of \$117,376.12 plus interest at New York's statutory interest rate from August 6, 2013, is now due and owing to plaintiff.

27. By reason of the foregoing, Defendant Personal Guarantor is jointly and severally liable to MCC for \$117,376.12 plus interest at New York's statutory interest rate from August 6, 2013, through the entry of judgment herein.

**AS AND FOR A FOURTH CAUSE OF ACTION  
AGAINST BOTH DEFENDANTS**

28. Plaintiff repeats and realleges the allegations contained in paragraphs "1" through "27" above as though fully set forth herein at length.

29. The Agreement provides that in addition to all payments owed under the Agreement, the Business Defendant agrees to pay all costs associated with a breach and the

enforcement thereof, including, but not limited to, court costs and attorneys' fees and disbursements.

30. Defendant Personal Guarantor agreed to pay costs, expenses and attorneys' fees which may be incurred as a result of the Seller's default under the Agreement.

31. Plaintiff MCC has incurred and continues to incur expenses including attorneys' fees, which cannot be finally determined at this date, but which will be capable of determination at such time as judgment may be entered herein.

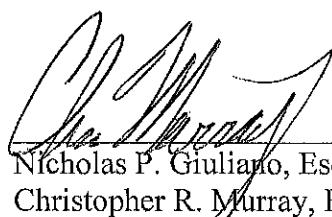
32. By reason of the foregoing, the Business Defendant and the Defendant Personal Guarantor are liable to Plaintiff MCC for Plaintiff's expenses in regard to this litigation, including attorneys' fees, in such amount as may be determined.

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WHEREFORE, Plaintiff MCC demands judgment against Defendants EDGEWOOD GROUP, LLC D/B/A EDGEWOOD GROUP FAMILY SERVICES, and WILLIAM TRAVIS CROCKER, jointly and severally, for \$117,376.12 plus interest at New York's statutory interest rate from August 6, 2013, through the entry of judgment herein, as well as plaintiff's attorneys' fees, costs and expenses incurred in prosecuting this action in an amount to be determined by the Court

Dated: New York, New York  
May 12, 2014

Giuliano McDonnell & Perrone, LLP  
Attorneys for Plaintiff



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TO: EDGEWOOD GROUP, LLC  
D/B/A EDGWOOD GROUP FAMILY SERVICES  
4906 Fitzhugh Avenue, Suite 104  
Richmond, Virginia 23230

WILLIAM TRAVIS CROCKER  
3210 Edgewood Avenue  
Richmond, Virginia 23222